

**AGREEMENT BETWEEN
LAKE COUNTY
AND
SHUFFIELD, LOWMAN & WILSON, P.A.
For Code Enforcement Special Master Services
Alternate Special Master
RFP 13-0029 B**

THIS IS AN AGREEMENT between Lake County, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "County," through its Board of County Commissioners, and Shuffield, Lowman & Wilson, P.A., Florida corporation.

WHEREAS, the County desires to engage the services of an attorney to act in the capacity as the County's Code Enforcement Special Master in the event the primary Special Master is unavailable to perform the services for the term of this Agreement; and

WHEREAS, Robin G. Drage, Esquire, at Shuffield, Lowman & Wilson, P.A., is qualified and desires to provide the aforementioned services on behalf of the County.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, County and Special Master agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 **Board of County Commissioners.** The Board of County Commissioners of Lake County, Florida, which is the governing body of the Lake County Government.

1.2 **County.** Lake County, a body corporate and politic, and a political subdivision of the State of Florida.

1.3 **Alternate Special Master.** The Alternate Special Master will function in a quasi-judicial capacity and shall be subject to the same duties, rights and immunities as other judicial officers, including the duty to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted. Robin G. Drage, is the person selected to perform the services pursuant to this Agreement, and is a member of the Florida Bar in good standing, with no less than five (5) years practice.

**ARTICLE 2
PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied

upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 On March 16, 2004, County enacted Ordinance No. 2004-15, which amended Lake County Code, Chapter 8. Those provisions, "Code Enforcement Special Master," have been codified and may be cited as Chapter 8 of the Lake County Code.

2.2 Chapter 8, Sections 8-1 and through 8-2 of the Lake County Code apply to and provide for the Code Enforcement Special Master.

2.3 Charles D. Johnson has been duly appointed by the Board of County Commissioners to serve as Code Enforcement Special Master. However, in the event the Chuck D. Johnson cannot perform the duties of the Special Master, the Alternate Special Master will perform the services described hereunder.

ARTICLE 3 SCOPE OF SERVICES

3.1 The Alternate Special Master hereby agrees:

- A. To perform the functions indicated by and specifically set forth in Chapter 8 of the Lake County Code, which include holding hearings and assessing fines against violators of County codes and ordinances, generally, as provided below:
 - 1. To issue subpoenas to alleged violators and witnesses to appear at hearings and using the subpoena power to procure evidence for the hearings.
 - 2. To take testimony under oath or affirmation.
 - 3. To issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.
 - 4. To adopt rules for conduct at the hearing in accordance with all County ordinances, resolutions and applicable case law relating to the conduct of quasi-judicial hearings and thereafter conduct the hearings in conformance with those rules.
- B. To attend Code Enforcement meetings when cases are assigned.
- C. To oversee and confirm that adequate public notice of meetings is given.
- D. To oversee and assure that adequate notice is given to alleged violators.
- E. To oversee and assure that minutes of each meeting are kept.

- F. To oversee and assure that a record of each hearing is made and kept.
- G. To notify the Board of County Commissioners when a violation or the condition causing the violation presents a serious threat or that the violation is irreparable or irreversible in nature.
- H. To hear all cases scheduled for a regular or a special hearing date.
- I. To issue his order at the close of evidence and thereafter issue a written order that shall include findings of fact based on evidence of record and conclusions of law and ordering the proper relief.
- J. To require an order be recorded in the public records of the County where appropriate.
- K. To issue orders acknowledging compliance with previous orders.
- L. To issue orders imposing fines.

3.2 County hereby agrees to cooperate expeditiously and provide necessary administrative staff and financial support as to all matters referenced in Section 3.1 above.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 County shall pay the Alternate Special Master a fee of **One Hundred Seventy Five Dollars (\$175.00)** per hour actually spent providing services under this Agreement. This fee includes all costs and expenses. The Alternate Special Master shall bill only from time of arrival in Tavares, Florida, to the time the hearing is adjourned. The Alternate Special Master also bill this rate for the review of any orders submitted for signature. Travel costs shall not be billed to the County

4.2 County agrees that it will make its best efforts to pay Alternate Special Master within thirty (30) calendar days of receipt and approval (as to form) of Alternate Special Master's invoice.

4.3 Invoices submitted by Alternate Special Master shall reflect the time, place, date, duration and parties as to each hearing and shall reflect the number of hours expended for each hearing

4.4 Payment will be made to Alternate Special Master at:

Robin G. Drage, Esq.
Shuffield Lowman & Wilson, P.A.
1000 Legion Place, Ste. 1700
Orlando, Florida 32802-1010

ARTICLE 5 CHANGES IN SCOPE OF WORK

5.1 County or Alternate Special Master may request changes that would increase, decrease or otherwise modify the scope of the services to be provided under this Agreement. Such changes and method of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any extra work. Such changes when properly executed shall become an amendment to this Agreement.

ARTICLE 6 MISCELLANEOUS

6.1 **Term and Termination.** The term of this Agreement shall begin on the date this Agreement is fully executed and shall continue for a period not to exceed two (2) years and will automatically renew for two (2) years unless terminated as hereinafter provided. This Agreement may be terminated by either party, with or without cause, with a fifteen (15) day written notice of such termination to the other, in which event the Alternate Special Master shall be paid compensation for services performed to termination date.

6.2 **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Alternate Special Master, without the proper written consent of the County.

6.3 **Relationship.** The parties to this Agreement intend that the relationship created by this Agreement is that of independent contractor to its employer. No agent, employee or servant of Alternate Special Master shall be or shall be deemed to be the employee, agent or servant of the County.

6.4 **Insurance.** Alternate Special Master shall provide general liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, Alternate Special Master must provide a notarized statement that if an injury occurs they will not hold the Client responsible for any payment or compensation.

Employer's Liability insurance with the following minimum limits and coverages:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on the general liability policy.

Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the Client of any change or cancellation of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE
BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Alternate Special Master shall be responsible for subcontractors, if any, and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s).

All insurance companies must be authorized to transact business in the State of Florida.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Alternate Special Master.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the Alternate Special Master, nor a failure to disapprove that insurance, shall relieve Alternate Special Master of full responsibility of liability, damages, and accidents as set forth herein.

If it is not possible for the Alternate Special Master to certify compliance, on the certificate of insurance, with all of the above requirements, then the Alternate Special Master is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

6.5 **All Prior Agreements Superseded.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon prior representations or agreements, whether written or oral.

6.6 **Notices.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States Mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit:

LAKE COUNTY:

Sanford A. Minkoff
County Attorney's Office
P O Box 7800
Tavares, FL 32778-7800

ALTERNATE SPECIAL MASTER:

Ms. Robin G. Drage, Esq.
Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Ste. 1700
Orlando, Florida 32802-1010

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LAKE COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board action on the 24 day of September, 2013 and SHUFFIELD, LOWMAN & WILSON, P.A.

Agreement Between Lake County, Florida and Shuffield, Lowman & Wilson, P.A., regarding Code Enforcement
Special Master Services - Alternate; RFP 13-0029

ALTERNATE SPECIAL MASTER

Shuffield, Lowman & Wilson, P.A.

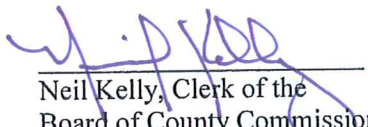


Scott Cookson

This 13th day of Aug., 2013.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

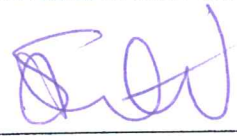


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida



Leslie Campione, Chairman

Approved as to form and legality:



Sanford A. Minkoff
County Attorney